

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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TRAVEL AND SUBSISTENCE PROVISION

FOR

LANDSCAPE/IRRIGATION LABORER/TENDER
LANDSCAPE/IRRIGATION LABORER
LANDSCAPE HYDRO SEEDER
LANDSCAPE/IRRIGATION TENDER

IN

SAN DIEGO COUNTY

102-X-14

MASTER LANDSCAPE AGREEMENT
Between
THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
and its affiliated Local Unions
and
Valley Crest Landscape Development, Inc.

THIS AGREEMENT entered into this 1st day of August, 2008, by and between Valley Crest Landscape Development, Inc. (Contractor), and the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated Local Unions in the twelve Southern California Counties, hereinafter referred to as the Union.

E. 1. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time enroute and return, unless the employee is required by the Contractor or Owner to report to a point of free transportation; in such case, the Contractor shall be responsible for payment of wages from the reporting point. For offshore work, employees will receive travel pay at straight- time rates from point of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.

2. Jobsite Transportation. Whenever because of remoteness of parking areas, hazardous road conditions or security restrictions, the Contractor is required to furnish transportation for employees within the jobsite to the place of their "work," this transportation shall be equipped with seats and handrails.

3. Parking Facilities. In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the Contractor will provide such facilities and the Contractor shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use parking facilities, the Contractor shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

F. Subsistence

1. For purposes of this Agreement, the Contractor's shop or permanent place of business shall be considered that Contractor's Zone Center.

2. Employees working more than 70 road miles from the Contractor's Zone Center will receive \$45.00 per day for subsistence or room and board in lieu of subsistence during the term of this Agreement. This provision will not apply to employees dispatched directly to the job site and who live within 70 miles of the project.

3. An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

4. Subsistence as provided in Paragraph F-2 hereof shall be paid on jobs on the following offshore islands:

Richardson Rock
Santa Cruz Island
Arch Rock
San Nicholas Island
Santa Catalina Island
San Miguel Island
Santa Barbara Island
San Clemente Island
Santa Rosa Island
Anacapa Island

Employees reporting at the embarkation point for travel to the above-named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

5. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Law.

6. Where the Contractor is signatory to an agreement with the Southern

California Pipe Trades District Council 16 ("U.A. Agreement"), under no circumstances shall an employee under this Agreement receive less subsistence than provided for in the U.A. Agreement.